



February 6, 2018

SUBJECT: REQUEST FOR PROPOSALS (RFP) No. 18-030CG

SECTION I

INVITATION

The City of Corona invites proposals from qualified vendors for:

Time Entry, Payroll Processing and Human Resource Management System

Please read this entire RFP package, and include all requested information and forms in your proposal. Proposals must be signed by an authorized agent of the company submitting a proposal in order to be considered responsive.

The City of Corona, Purchasing Division ("City") will receive sealed Proposals for the **Time Entry, Payroll Processing and Human Resource Management System** at the office of the Purchasing Division no later than **February 27, 2018 at 2:00 p.m.** Proposals received after this time will not be opened. Proposals shall be valid for 120 calendar days after the opening date.

Proposals must be submitted on the City's Forms per the instructions provided in this RFP.

Vendors may obtain a copy of the all related RFP Documents from the City's website at <https://www.coronaca.gov/i-want-to/rfp-posts-list>.

Each proposal shall be accompanied by the non-collusion declaration, the list of proposed subconsultants and all additional documentation required by the Proposal Documents.

Award of Contract: The City shall award a Contract for the Project to the Consultant who best meet the qualifications of this RFP. The City reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids.

For further information, contact Carlos Garcia at Carlos.Garcia@coronaca.gov.

Tentative RFP Schedule
(Subject to change at City's discretion)

1. Issue RFP	February 6, 2018
2. Advertise in Sentinel Weekly News	February 2, 2018
3. Written Questions from Vendors due	February 12, 2018
4. Responses from City Due	February 15, 2018
5. Proposals Due (date and time)	February 27, 2018 at 2:00 p.m.
6. RFP Evaluation Completed	March 2, 2018
7. Vendor Presentations	March 12-16, 2018
8. Consultant Selection	March 23, 2018
9. Council Agenda Report Due	March 23, 2018
10. Council Approval	April 4, 2018
11. Anticipated Project Start	April 16, 2018

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SECTION II

SCOPE OF WORK

Client Overview

The City of Corona is seeking a vendor to provide a cloud based Software as a Service (SaaS) Payroll Processing, Timekeeping, and Human Resource Information System as outlined in each section below. The City of Corona Police and Fire departments have used TeleStaff for 14 years. Currently the City is on TeleStaff version 2.92 running on-premise. The City of Corona is seeking a vendor whose software solution integrates directly into the TeleStaff software platform. The City of Corona is requesting the vendor migrate and upgrade the current two TeleStaff databases for Police and Fire into a single instance of TeleStaff on the latest Software as a Service (SaaS) TeleStaff offering. Generally, the City of Corona shall be responsible for input of employee information, time and individual deductions; starting, editing, and closing individual payroll processes; processing monthly invoices for most benefits; and input of applicant information; while the vendor shall be responsible for submitting direct deposit and tax information to the City's Authorized Financial Institution, printing checks and direct deposit advices, reconciling and printing W2s, quarterly state payroll tax reporting, local Riverside County payroll tax reporting, and reporting/payment of wage garnishments.

City of Corona Payroll Information

- Approximately 800 employees
- All employees are paid bi-weekly
- 6 elected officials paid monthly
- Health, Dental, LTD, Life Insurance, 401(k), 457(b), retirement loans, Unemployment Trust, and voluntary employee deductions such as vision insurance, gym memberships, charitable contributions, etc
- Member of the California Public Employee' Retirement System which has system-specific monthly and annual reporting requirements
- State Controller reporting must be completed yearly

System Availability

The following services must be cloud-based, accessed via the web, and accessible 24/7 from both the City's network and remote locations:

- HR/Payroll and Tax Services
- Time and Attendance/Labor Management Services
- Employee/Manager/Administrator Self Service
- Customizable Query Reports, Analytics and Dashboards
- Capability to have a minimum of 50 concurrent users

General System Requirements

- Single-source, fully integrated database
- Customizable, single report writer for all aspects of the system

- Ability to drop reports directly into Microsoft Excel
- Option for 100% paperless processing
- On-site training for administrators (at least once per year)
- On-going user training (either online training or organized training 12 times per year)
- Dedicated account team
- Ability to migrate historical information and attached documents from existing HRMS (Superion OneSolution) to the new system
- System auditing abilities (approved/denied transactions, data changes, analytics, dashboards, etc)

Interfaces

- Direct integration with TeleStaff Software as a Service (SaaS) solution
- Integration with Neogov
- Ability to interface with a third-party system for which the vendor does not have a standard interface
- Ability for user to merge work schedule into Outlook Calendar
- Support custom interfaces? (Example: interface with Financial Accounting Software for automatic posting of payroll amounts to the General Ledger)

Human Resources Information System Requirements

- Ability for employees to make online personal information changes
- Simple query abilities, without required knowledge/training. Point and click option for report fields
- Ability to have position control, position budgeting/forecasting.
- Ability for users/managers to submit requests for address changes, employee separations, department transfers, modified duty assignments, etc which then flows through workflows and approvals
- User self-service open enrollment and employee onboarding
- Ability to manage leave, open enrollment and midyear changes with the ability to attach supporting documentation in employee self-service/electronic environment. Once processed the information should be electronically submitted to the carriers.
- Automated way to track/process employee loans and tuition reimbursements, Personal Action Form (PAF), and train employees.

Payroll System Requirements

- Unlimited earnings codes, deduction codes and direct deposits.
- Payroll tax filing for Federal, State and Local jurisdictions.
- W-2 printing and reconciliation.
- Electronic W-2 filing to Federal and State jurisdictions.
- Allow for generation of mandatory reports, such as W-2, 1095, 940 and 941's, etc
- Capability for generating upload files for California Public Employee' Retirement System which has system-specific monthly and annual reporting requirements
- 24/7 secure access to pay check history.
- Online W2's (Current and Historic).

- Ability for Vacation and Sick Leave bi-weekly accruals, pay period deductions/use, and calculation of balances at the end of each pay period.
- Ability to allow employees to create What-If scenarios (see change to net pay based on changes to taxes, deductions, etc.)
- Ability to track Compensatory Leave for salaried, exempt employees
- Ability to automatically track and report employees on workers' comp. This solution should track start date, extension dates, level of benefits, etc.
- Ability to allocate individual employees' salaries to multiple General Ledger account codes
- Ability to export General Ledger information to Superior OneSolution accounting software via a custom-formatted Microsoft Excel document
- Ability for users/managers to submit requests for adjustments to pay, change in schedule, etc which then flows through workflows and approvals.
- Allows retroactive adjustments, including recalculation of overtime pay, based on pay rates and benefits set for the pay period being adjusted
- Allow multiple pay rates within one pay period (for mid-pay period pay change and employees working different assignments, etc.) and include the ability to report each rate for the purpose of PERS retirement reporting.
- Ability to generate payroll data as FY totals
- Capability to define different FLSA work week based on employee's assigned work schedule
- Ability to customize FLSA rules
- Ability to view State Controller data compilation and reporting
- Ability to send voluntary employee deduction amounts to general ledger for production of payment to vendors (i.e. association dues, supplement insurance, charity donations, etc.)
- Ability to customize timecard rules/controls and limits to stop timecard submission to approver if it does not meet minimum requirements
- Generate Tax Forms from system totals instead of manually completing forms. Include 1094/1095 within tax form requirements
- CALPERS-Retroactive records default to current pay period.
- Special compensation must always be split into the correct PERS category (i.e. Holiday Premium, Special Comp, etc.)
- Multiple rates will generate two PERS records but should be automatically corrected to special compensation and dates of each rate.

Timekeeping System Requirements

- System can support Labor Distribution for various functions or General Ledger Account codes.
- Ability for employees to make online requests for use of vacation, sick, or compensatory leave.
- Manager's ability to view all time off requests in a single view, be notified of those requests, and approve those requests from any device.
- Electronic time sheet approval.
- External e-mail notifications when items are pending manager's approval
- The ability for managers to run reports from self-service

- Ability to charge ½ hour or more to multiple cost centers/projects on a daily basis, preferably by a drop-down list of cost centers/projects specific for that user. Drop-down list may be comprised of previously used cost centers/projects.
- Ability to provide employees the option to create drop-down account numbers for employees to select from to code their time each pay period instead of retyping the account information each time they process their timesheet.
- Ability for approving supervisor to view the account number(s) that staff is charging to, along with the description or note, when reviewing/approving time sheets.
- Ability to store employee work schedule including start and end time for scheduled work days
- Capability of import City holiday schedule, employee's work schedule (from HRMS, TeleStaff, Work Order System, etc), and auto populate timecards based on employee's clocking in and clocking out. For all non-clock in days/hours, the selection should be restricted to the leave types allowed by the various MOU governing the employee.
- Ability to create employee work schedules for multiple locations and shifts.
- Ability for employees to enter their availability and supervisors to assign shifts based on their availability.
- Ability to create work schedules with multiple assignments per shift, per employee.
- Support different flex schedules
- Report showing total hours worked per user for the fiscal year compared to maximum allowed hours and predict if the user will exceed maximum allowed by activity and/or by fund.

Maintenance Agreement/System Upgrades

Proposals must specify the process involved in system upgrades, cost of system upgrades, customization costs and any incurring additional fees associated with that.

Sales and Service Support

Sales and service support must allow unlimited and immediate access to support. One phone number for all support needs should be provided by the vendor. Please provide the address and telephone number for the Sales & Service Office located closest to Corona, CA.

Technical Support

Technical support must allow unlimited and immediate access to support. One phone number for all support needs should be provided by the vendor. Please provide the address and telephone number for the Technical Support Office located closest to Corona, CA.

Solution Overview

The City would like to request that in your proposal response, you respond to the following questions:

Company Overview

1. ***Briefly describe your organization's business background and history.***
2. ***What insurance coverage do you maintain?***
3. ***Describe the division of your organization that will provide the proposed services.***
4. ***When do you start billing for your fees?***
5. ***Describe your strategic alliances and partnerships.***
6. ***Describe the financial health of your organization, including Dun & Bradstreet rating, Moody's and Standard & Poor's ratings, etc.***
7. ***Describe your financial controls and audit procedures.***
8. ***What is your average client retention rate and tenure?***
9. ***How do you measure client satisfaction?***
10. ***Describe your quality assurance processes.***
11. ***Describe your commitment to innovation.***
12. ***What is the philosophy for determining new release/enhancement features? Do client suggestions figure in to these decisions?***
13. ***What awards and industry accreditations/recognition have you received in recent years?***
14. ***Describe any value-added consulting or advisory services you offer with regard to the scope of work in this RFP.***
15. ***What are your top competitive advantages as an organization?***
16. ***Please provide 3 reference agencies that currently use the proposed solution; including the agencies contact information, system description, date of installation, and major difference between operational system and proposing system***

Human capital management (HCM)

General HCM

1. ***Provide a brief overview of your HCM solution.***
2. ***What benefits can be achieved by using your HCM solution?***
3. ***Describe the mobile and tablet capabilities provided by your HCM offering.***
4. ***Describe employee, manager, and practitioner self service.***
5. ***Describe digital employee document management capabilities.***
6. ***Describe how your product would handle and digitize a Personal Action Form (PAF) with associated workflow.***

HCM reporting

7. **Describe standard and ad hoc reporting functionality.**
8. **How easy it is to create ad hoc reports?**
9. **Describe your dashboard and/or workforce analytics capabilities.**
10. **Describe the ability to schedule reports to run automatically.**
11. **How is security integrated with the reporting tool?**

HCM configuration and workflow

12. **Please describe how we can configure the solution to meet our needs without system customization.**
13. **Describe notification email template features, proxy capabilities, and reminder notices.**
14. **Describe automated approval and notification workflow capabilities. Can we configure these, as well as approval paths and conditional workflow triggers?**

HCM data management and interfacing

15. **Describe how your solution supports interfaces to third-party service providers. Do you offer APIs to support real-time integration for third-party data?**
16. **What responsibility do clients have for the design, development, testing, maintenance, and transmission of third-party service provider interfaces? What responsibility does the third-party vendor have?**
17. **Describe how you handle mass data loads or bulk data changes.**
18. **Describe data import and/or data export tools and capabilities.**
19. **Describe single sign-on capabilities, including single sign-on from client intranet.**
20. **Describe how historical records are created, maintained, and updated.**
21. **How does your system allow for user security? Describe your application's security model.**

HCM technology

22. **Describe your solution's architecture and how it benefits your clients.**
23. **Describe your scalability strategy and how the solution allows for growth.**
24. **Describe your strategy for application updates. How frequently are updates applied, and how are clients notified?**
25. **Do you charge separate application software maintenance fees for upgrades?**
26. **Please describe your technology and hosting support.**

Human resources (HR)

1. *Describe onboarding capabilities and the ability to notify new hires of activities to complete.*
2. *How does the solution help clients complete new-hire, rehire, and termination processes?*
3. *How does your system handle organizational charting? Do we have the ability to run an organizational report and view it in an organizational chart format?*
4. *How does your system support the manager hierarchy when a manager terminates or is promoted?*
5. *Describe how your system supports effective-dating/future-dating of employee transactions. Does the system track unlimited history of these changes?*
6. *Describe the process to transfer employees from one entity or pay group to another.*
7. *Explain how the system allows for the allocation of earnings, deductions, and costs to various levels of detail.*
8. *What global HR capabilities are available?*
9. *How does your system facilitate job safety tracking and OSHA reporting?*
10. *What HR-related compliance tracking and reporting is offered (e.g. EEO and FMLA)?*

Benefits services

Health and welfare

1. *Provide a brief overview of your health and welfare benefits administration solution.*
2. *Describe the process for life event changes and changes when evidence of insurance (EOI) is required.*
3. *Describe the benefits enrollment process.*
4. *Describe how your solution applies business rules and logic checks to determine benefits eligibility.*
5. *Describe how the system manages annual enrollment, mid-year changes, and new-hire enrollment when they all occur at the same time.*
6. *Describe how your solution supports interfaces to third-party benefits providers/carriers. Do you have established interfaces with vendors?*
7. *What standard employee benefits communications do you provide?*
8. *How can employees manage dependents and beneficiaries?*
9. *Describe the support required from us to support annual enrollment.*
10. *How does the system remind employees to make elections before the annual enrollment period ends?*
11. *Can the system automate benefits enrollment for certain employee groups?*
12. *How does the benefits system help us process employees on leave of absence?*

Time and attendance

General time capabilities

- 1. Provide a brief overview of the capabilities and benefits of your time solution.***
- 2. Please describe data integration options available to other systems or software, especially with TeleStaff.***
- 3. Is there a limit to the number of integration/interface points with your application? How many types of interfaces are needed?***
- 4. Please describe reporting capabilities, for example: geofencing and smartphone login.***

Data collection and workflow

- 5. Describe time data collection options available (e.g., mobile, web access, IVR, and clocks).***
- 6. Describe real-time punch transaction capabilities.***
- 7. Describe time workflow automation capabilities and workflow related to time entry.***
- 8. Describe how employees request and managers approve time off.***
- 9. Describe available methods and levels of timecard approval.***

Scheduling

- 10. Describe scheduling functionality (vacation, holiday, work), including current and future week scheduling capability. How many weeks of future scheduling are available?***
- 11. Explain options for scheduling employees based on skills, certifications, seniority, availability, preferences, etc.***

Time rules and calculation

- 12. Describe the number of labor levels/account values an employee can charge time against (e.g., division, department, job, class) and the maximum number of values that can be stored in each level.***
- 13. What types of time tracking allocations does your solution accommodate (e.g., project tracking, attendance, bonuses and tips, temporary/contract workers)?***
- 14. Describe how your solution handles complex pay policies.***
- 15. How does your system handle wage increases during pay periods, retroactive wage adjustments, and other historical edits?***
- 16. Describe the options for calculating accruals. Are they user-definable?***
- 17. How can the system prevent an employee from taking time off that would result in a negative time-off balance?***
- 18. Do accruals provide visibility of projected balances at the individual employee level?***

19. ***Are approved time-off requests automatically populated to both the timecard and schedule? When time-off requests are changed/cancelled via EE workflow, can they automatically be removed from the schedule and time card?***
20. ***How does your system handle shift and job premiums?***
21. ***Describe your capabilities around overtime control. Can employees request overtime in advance?***
22. ***How are leaves of absence identified and processed in the time system (e.g., Personal Leave (PL) and Family and Medical leave Act (FMLA))?***

Time data tracking and history

23. ***Does the system provide an audit trail of all time-related entries and changes? What information is logged and reported?***
24. ***How many weeks/years of timecard punch data can be stored?***
25. ***Describe the procedure for restoring punches lost due to a power outage at the client site, loss of connectivity, etc.***

Payroll

General payroll

1. ***Provide a brief overview of your payroll solution.***
2. ***Describe the steps to process payroll.***
3. ***What is the standard turnaround time for processing payroll?***
4. ***Describe the methods available for paying employees (e.g., direct deposit, pay card, or manual check).***
5. ***Describe off-cycle manual check production.***
6. ***Does your system support payments to employees with a terminated status?***
7. ***What check fraud protection is available?***
8. ***Describe support for employees who concurrently work in multiple tax jurisdictions due to travel.***
9. ***What happens when an employee does not have enough net pay to cover his or her deductions for the pay period?***
10. ***Can your system accept the import of exceptions to pay or one-time deductions in CSV format?***
11. ***Describe any garnishment processing services you offer.***
12. ***Does your solution produce W-2, 1099R, and 1099M documents?***
13. ***Describe vendor and client responsibilities for year-end processing.***
14. ***How do employees access pay statements and W-2s?***

General ledger (GL)

15. ***Describe your general ledger (GL) interface setup and maintenance process.***
16. ***Do you offer GL drill-down reporting?***
17. ***What is the maximum length of the GL account number?***
18. ***How do you support transactions made against a job ledger?***

Tax and banking

19. ***Describe banking arrangements. Are payments issued from a client bank account or a vendor bank account?***
20. ***How will tax deposits and tax filing be handled?***
21. ***What types of tax reports are generated?***
22. ***Describe your tax amendment process. Who is responsible for filing a tax amendment?***
23. ***How do you handle inquiries, discrepancies, and resolution for federal, state, and local tax inquiries?***

Talent acquisition solutions

1. ***Provide a brief overview of your recruiting system.***
2. ***How are candidates managed during the recruiting process?***
3. ***Describe transitioning candidates to new hires. Is data automatically transferred to HR and Payroll?***
4. ***Describe the candidate pre-screening and assessment process.***
5. ***Describe candidate search and filter capabilities.***
6. ***Describe the ability to communicate with candidates via email using pre-defined templates.***
7. ***How is candidate information entered into the system?***
8. ***Describe hiring manager access.***
9. ***What actions can internal candidates perform on the career center?***
10. ***What actions can external candidates perform on the career center?***
11. ***Describe how the system assists in complying with regulatory requirements associated with the hiring process (e.g., EEO and OFCCP).***
12. ***How does the system assist in creation of offer letters and other communications?***
13. ***Does the recruiting system support online signatures?***
14. ***Is resume parsing available via upload or social media profile?***

15. *Describe any available background check and drug screening services.*

Talent management

Compensation

1. *Provide an overview of the key compensation features of your system.*
2. *How does the system calculate, display, and report compa-ratio information? Are compa-ratios available for reporting?*
3. *How are salary ranges/grades established and assigned to jobs/positions (e.g., based on location)?*
4. *Does the system provide automatic alerts when a salary is above/below requirements?*
5. *How is salary history maintained?*
6. *Describe compensation reporting capabilities.*
7. *How does the system help clients manage commissions, bonus pay, and incentive pay?*
8. *Describe how your budget administration tool assists clients in making effective compensation decisions.*
9. *Does the solution offer compensation modeling?*
10. *Describe the ability to create multiple compensation programs/guidelines by various criteria (e.g., employee type, location, job, division).*
11. *How does your system support managers in their salary review process?*
12. *How are compensation features integrated with HRIS and payroll functions?*

Performance

13. *Provide a brief overview of your performance management capabilities.*
14. *Does the system send reminder notices to employees and managers prior to deadlines?*
15. *Describe the ability to upload/scan/store and report on performance-related documents as part of the employee record.*
16. *Describe the ability to customize/configure performance reviews.*
17. *How does the system provide for real-time monitoring of performance review status?*
18. *Describe the ability to complete 360 reviews.*
19. *Can cascading goals be set?*
20. *What performance evaluation forms and templates are available? Do you offer a library for client use?*
21. *What steps are involved in building the performance review process?*

22. *Are both self assessments and manager assessments available? Implementation and Service*

Implementation

1. *Provide a brief overview of your implementation methodology phases.*
2. *Do you leverage third parties to implement your solutions?*
3. *Describe implementation team roles and responsibilities (vendor and client).*
4. *What differentiates your implementation approach from other vendors?*
5. *Describe the training provided to clients.*
6. *During implementation, describe how you offer best practices and assist with process improvement.*
7. *Are your implementation costs fixed or variable? When is the implementation costs paid?*
8. *Do the annual licensing costs begin at the start of the project or at go live?*
9. *How many hours of user training are required to implement each module/tool?*

Service and support

1. *Describe your service model.*
2. *Please describe your service delivery team.*
3. *Will a specific service contact be assigned?*
4. *What support methods do you offer (e.g., phone, email, online help)?*
5. *Describe your client relationship management (CRM) tool and how you monitor service levels.*
6. *What are your hours for client administrator support?*
7. *In reference to upgrades, enhancements, what is being launched in the next year? What is being planned to launch in the next 2-5 years?*

Security

1. *Summarize your information security policy and how you ensure the integrity of information.*
2. *What are the procedures for intrusion detection, incident response, and incident investigation/escalation?*
3. *Describe the physical security measures you have implemented at your facilities.*
4. *How is our data isolated from other clients' data?*

5. *Do you leverage public or private cloud storage for client data?*
6. *Is our data encrypted at rest? Please describe.*
7. *Do you support secure email? Please describe.*
8. *Is the data in the cloud stored in the United States?*

Compliance

1. *Is your offering SSAE (or equivalent) certified? Do you offer SOC reporting to clients?*
2. *Describe how you assist clients in maintaining compliance with current legal and regulatory requirements.*
3. *What solutions and services do you offer clients to help them stay compliant with the Affordable Care Act (ACA)?*

Disaster recovery

1. *Describe your company's back-up and disaster recovery strategy.*
2. *How often are your disaster recovery plans reviewed and tested?*
3. *Do you own your disaster recovery center?*

SECTION III

RFP INSTRUCTIONS

A. Mandatory Pre-Proposal Meeting:

Not Applicable

B. Examination of Proposal Documents

By submitting a proposal, Consultants represent that they have thoroughly examined and become familiar with the work required under this RFP and that they are capable of performing quality work to achieve the City's objectives.

The City reserves the right to remove from its mailing list for future RFPs, for an undetermined period of time, the name of any Consultant for failure to accept a contract, failure to respond to three (3) consecutive RFPs and/or unsatisfactory performance. Please note that submitting a "No Offer" letter is considered a response.

Before submitting proposals, Consultants must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Consultants' own risk and they cannot secure relief on the plea of error.

C. Addenda

Substantive City changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The City shall not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instruction.

D. Informed Consultants

Before submitting proposals, Consultants must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Consultants' own risk and they cannot secure relief on the plea of error.

E. Clarifications

1. Examination of Documents

Should a Consultant require clarifications of this RFP, the Consultant shall notify the City in writing in accordance with Section E.2 below. Should it be found that the point in question is substantive and is not clearly and fully set forth, the City shall issue a written addendum clarifying the matter which shall be sent to all known recipients of this RFP and will be posted on the City of Corona website.

2. Submitting Requests

All questions, clarifications or comments shall be put in writing and must be received by the City no later than **February 12, 2018**, and must be emailed to Carlos Garcia at Carlos.Garcia@coronaca.gov. Inquiries received after this date and time indicated will not be accepted.

3. City Responses

- a. Responses from the City will be communicated in writing to all known recipients of this RFP, by way of Addendum via e-mail and posted on the City's website, no later than 72 hours prior to Proposal Due Date and Time.
- b. It is the responsibility of Consultants to make sure they have received all addenda prior to submitting their proposal. The Tentative Schedule may change at any time. Any and all changes to the Tentative Schedule will be made by way of addendum. If an Addendum is issued less than 72 hours before the Proposal Due Date and Time, the Proposal Due date will be extended.

F. Submission of Proposals

1. Date and Time

All proposals are to be submitted to City of Corona Administrative Services Department, Attention: **Carlos Garcia**, no later than:

February 27, 2018 at 2:00 p.m.

Proposals received after that date and time will be rejected by the City as non-responsive (NO EXCEPTIONS).

2. Address

Proposals shall be addressed as follows:

**City of Corona, Purchasing Division
Attn: Carlos Garcia
400 South Vicentia Ave, Ste. 320
Corona, CA 92882**

Proposals may be delivered in person or by other delivery methods. It is the sole responsibility of Consultants to ensure that their proposals are received at the time and place indicated in the RFP.

**Late or misdirected proposals shall be rejected and unopened without exception.
Postmarks are not accepted.**

Proposals shall not be sent via e-mail or fax.

3. Identification of Proposals

Consultant shall submit a proposal package consisting of:

- a. One (1) signed original proposal and two (2) copies and;
- b. One (1) CD or USB with a Searchable PDF copy

The proposal package shall be addressed as shown above, bearing the Consultant's name and address and clearly marked as follows:

**“RFP No. 18-030CG:
Time Entry, Payroll Processing, and Human Resource Management System”**

4. Acceptance of Proposals

The City reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.

The City reserves the right to withdraw this RFP at any time without prior notice and the City makes no representations that any contract will be awarded to any Consultant responding to this RFP.

The City reserves the right to postpone proposal opening for its own convenience.

G. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Consultant in:

- a. preparing its proposal in response to this RFP;
- b. submitting the proposal to City;
- c. negotiating with City any matter related to the proposal; or
- d. any other expenses incurred by the Consultant prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Consultant in the preparation of its proposal. Consultant shall not include any such expenses as part of its proposal.

H. Contract Award

Issuance of this RFP and receipt of proposals does not commit the City to award an Agreement. The City reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected Consultant(s) should negotiations with the selected Consultant(s) be terminated, to negotiate with more than one Consultant simultaneously, or to cancel all or part of this RFP.

I. Contract Term

The contract term shall be effective on or about April 16, 2018 through June 30, 2021 with an optional renewal period.

- Option 1, if exercised, shall be effective July 1, 2021 through June 30, 2024.

The City retains the right to exercise option year renewals at its sole discretion. Actual option year pricing shall be negotiated with the successful Consultant prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order. Rates may be adjusted at the end of the initial [three] year contract period. Rate increases shall not exceed the percentage of change in the United States Bureau of Labor Statistics (BLS) Consumer Price Index “All Urban Consumers for Los Angeles-Riverside-Orange County, California, (CPI-U)” not seasonally adjusted, for the most recent twelve months for which statistics are available.

Increases in labor costs subject to mandated prevailing wage or minimum wage increases during any contract extension term must be supported, at time of contract negotiation, with documentation from the appropriate entity enforcing the increase in labor costs. Consultants must provide labor cost increases to the City a minimum of thirty (30) days in advance of contract or amendment term end date.

J. Insurance

Within ten (10) consecutive calendar days of award of contract, each successful Consultant must furnish the City with all required Certificates of Insurance and endorsements providing coverage as specified in Section VII, Agreement Sample, Section 3.2.10. (Insurance).

The required insurance limits for the selected consultant for Time Entry, Payroll Processing, and Human Resource Management System are as follows:

General Liability	Auto Liability	Workers’ Compensation	Technology Prof. E&O
\$1M/\$2M	\$1M	Stat/\$1M	\$2M/\$2M

K. Acceptance of Order

The successful Consultant(s) will be required to accept a Purchase Order and execute a written Agreement (see Section VII, Form of Agreement) in accordance with and including as a part thereof the published notice of Request for Proposals and this Request for Proposals, including all requirements, conditions and specifications contained herein, with no exceptions other than those specifically listed in the written purchase order and/or Agreement.

L. Vendor Performance

It is the intent of the City to create a long-term working partnership with the Consultant. The City’s representative will be completing a Vendor Performance Evaluation Form (see Section VI of this RFP for a sample form) on a periodic basis. An example of this type of form can be

reviewed in Section VI. This type of form will be the basis for periodic assessments by the City to establish contract performance metrics.

M. Force Majeure

If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the successful Consultant, the successful Consultant shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

N. Laws Governing Contract

This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Riverside, in state of California. The parties further stipulate that the county of Riverside, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

O. Primary Consultants

No person, organization, or corporation is allowed to make, submit, or be interested in more than one Proposal unless in a sub-contractual relationship with respect to the Proposals. A person, organization or corporation submitting sub-proposals or quoting prices on materials to Consultants is prevented from submitting a Proposal to the City as a primary consultant.

P. Special Provisions for Services

1. Authority of the City of Corona. Subject to the power and authority of the City of Corona as provided by law in this contract, the City of Corona shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the consultant hereunder.
2. City of Corona Business License. The successful consultant(s) and any sub-consultants are required to obtain a City of Corona Business License prior to award of Contract, and to maintain the license for the entire term of the Agreement. The Business License is not a prerequisite for submission of a proposal. Inquiries regarding Business License may be answered by calling (951) 736-2275 or by visiting <https://corona.hdlgov.com/Home/Index/BusinessLicense>

Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

3. Changes in Work. The City of Corona may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City of Corona may find necessary or desirable. The

consultant shall not claim forfeiture of contract by reasons of such changes by the City of Corona. Changes in work and the amount of compensation to be paid to the consultant for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

4. Contract Incorporation. This contract embodies the entire contract between the City of Corona and the Consultant. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the proposal solicitation, all addenda, all of Consultant's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.
5. Damage. The consultant shall be held responsible for any breakage, loss of the City of Corona's equipment or supplies through negligence of the consultant or his employee while working on the City of Corona's premises. The consultant shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The consultant shall immediately report to the City of Corona any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.
6. Independent Consultant. In accepting this contract, Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Consultant further covenants that, in the performance of this contract, no subconsultant or person having such an interest shall be employed. Consultant certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City of Corona. It is expressly agreed by Consultant that in the performance of the services required under this contract, Consultant, and any of its subconsultants or employees, shall at times be considered independent consultants and not agents of City of Corona.
7. Taxes. Consultant shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City of Corona from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
8. Rejection of Work. Consultant agrees that the City of Corona has the right to make all final determinations as to whether the work has been satisfactorily completed.
9. Subconsultants.
 - a. Consultant agrees to bind every subconsultant to the terms of the Agreement Documents as far as such terms are applicable to subconsultant's portion of The Work. Consultant shall be as fully responsible to the City for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by its subconsultants, as Consultant is for acts and omissions of persons directly

employed by Consultant. Nothing contained in these Agreement Documents shall create any contractual relationship between any subconsultant and the City.

- b. The City reserves the right to approve all subconsultants. The City's Approval of any subconsultant under this Agreement shall not in any way relieve Consultant of its obligations in the Agreement Documents.

Q. Public Records

Responses (proposals) to this Request for Proposal (RFP) and the documents constituting any contract entered into thereafter become the exclusive property of the City of Corona and shall be subject to the California Public Records Act (Government Code Section 6250 et seq.). The City of Corona's use and disclosure of its records are governed by this Act.

Those elements in each proposal which consultant considers to be trade secrets, as that term is defined in Civil Code Section 3426.1(d), or otherwise exempt by law from disclosure, should be prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" by consultant. The City of Corona will use its best efforts to inform consultant of any request for disclosure of any such document. **The City of Corona, shall not in any way, be liable or responsible for the disclosure of any such records including, without limitation; those so marked if disclosure is deemed to be required by law or by an order of the Court.**

In the event of litigation concerning disclosure of information the consultant considers exempt from disclosure, the City of Corona will act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If the City of Corona is required to defend an action arising out of a Public Records Act request for any of the contents of a consultant's proposal marked "Confidential", "Proprietary", or "Trade Secret", consultant shall defend and indemnify the City of Corona from all liability, damages, costs, and expense, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

To insure confidentiality, consultants are instructed to enclose all "Confidential," "Proprietary," or "Trade Secret" data in separate sealed envelopes, which are then included with the proposal documents. Because the proposal documents are available for review by any person after award of a contract resulting from an RFP, the City of Corona shall not in any way be held responsible for disclosure of any "Confidential," "Proprietary," or "Trade Secret" documents that are not contained in envelopes and prominently marked.

R. PARTICIPATING GOVERNMENT AGENCIES

Consultants may extend the pricing, terms and conditions of RFP 18-030CG Time Entry, Payroll Processing, and Human Resource Management System to other government agencies. Participating agencies may enter into a contract with the Consultant for the purchase of the same commodities based on the terms, conditions and prices, offered by the Consultant to the City of Corona for this RFP. Any additional terms and conditions not established from RFP 18-030CG will need to be negotiated directly between the Consultant and the participating agency.

SECTION IV

PROPOSAL CONTENT

A. Presentation

Proposals should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise

1. **Cover Letter:** Proposals shall contain the following information in a cover letter:
 - a. identification of Consultant, including name, address and telephone;
 - b. proposed working relationship between Consultant and subconsultants, if applicable;
 - c. acknowledgment of receipt of all RFP addenda, if any;
 - d. name, title, address and telephone number of contact person during period of proposal evaluation;
 - e. a statement to the effect that the proposal shall remain valid for a period of not less than 60 days from the date of submittal; and
 - f. signature of a person authorized to bind Consultant to the terms of the proposal.

Following the cover letter, proposals should address the following items in turn:

2. **Technical Proposal:**
 - a. **Project Approach:**
 - i. Describe how your proposed approach and methodology addresses the City's needs as expressed in the RFP.
 - b. **Work Plan:** This section must contain sufficient detail to convey to members of the evaluation team your firm's knowledge of the subjects and skills necessary to successfully complete the project.
 - i. Describe your plan for accomplishing the tasks described in the Scope of Work.
 - ii. Describe personnel working on the project, their tasks, and their time commitments.
 - iii. Describe any enhancements or procedural or technical innovations that would further the purpose and outcomes of this RFP.
 - c. **Project Schedule:**
 - i. Describe when various elements of work would be completed and when deliverables would be provided after work begins.
 - d. **Deliverables:**
 - i. Describe fully any deliverables that will be due under the contract, based on the Scope of Work.

3. Experience

- a. Complete Consultant Information Form (attached, see Section VI “Proposal Forms”)
- b. Complete Consultant Experience Form (attached, see Section VI “Proposal Forms”)
- c. Disclosures:
 - i. Consultant must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable.
- d. Team Structure:
 - i. Describe your firm’s organizational chart, identify who will have overall responsibility for the work, and include the lines of authority between team members up to this senior level.
- e. Sample Work (if applicable):
 - i. Describe samples of work from other, similar projects that demonstrate your firm’s capability to accomplish the work describe in this RFP.

4. Cost Proposal

- a. Completed Price Form (attached, see Section VI “Proposal Forms”)

B. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP on the Price Form where indicated. *Consultants are cautioned that exceptions to or deviations from RFP requirements may cause their proposal to be rejected as non-responsive.*

C. Appendices

Information considered by Consultant to be pertinent to this RFP and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Consultants are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

D. Licensing and Certification Requirements

By submitting a proposal, consultant warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFP are currently held by consultant, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in consultant’s response. Proposals

lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.

E. Price Forms

Consultant shall complete the Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Consultant's identification information including a binding signature.

Consultant shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including discount period, will be computed from date of City acceptance of the equipment or materials or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

All prices shall be quoted F.O.B. destination, Corona, California. All shipping, handling and freight charges must be shown separately on the Price Form.

F. Proposal Checklist

- Cover Letter
- Technical Proposal
- Experience
 - Consultant Information Form
 - Consultant Experience Form
- Price Form
- Non-Collusion Declaration
- Acknowledgment of the Terms and Conditions of the City of Corona Professional Services Agreement
- Consultant's Statement of Past Contract Disqualifications
- Vendor Performance Evaluation Form Acknowledgement

MODIFICATIONS OF PROPOSALS

Each Consultant shall submit its Proposal in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Proposal may render it non-responsive and may cause its rejection. Proposals shall neither delete, modify, nor supplement the printed matter on the Proposal Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

SECTION V

EVALUATION AND AWARD

The City is soliciting consultants who have established knowledge and expertise in all aspects of the services requested in this RFP.

A. Evaluation Criteria

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Evaluation Phase 1

1) Qualifications of Firm and Personnel – 40%

- a) Strength, stability, experience and technical competence of the firm and sub-consultants (if any). The City reserves the right to request specific sub-consultants for certain portions of the project;
- b) Logic of project organization; and
- c) Adequacy of labor and resource committed to the project.
- d) Qualifications, education and experience of project staff; and
- e) Key personnel's level of involvement in performing related work.
- f) Sample Work

2) Related Experience – 10%

- a) Experience in providing services similar to those requested herein;
- b) Experience working with public agencies; and
- c) Client references.

3) Responses to RFP and Scope of Work – 40%

- a) Overall functionality of proposed system;
- b) Integration and compatibility to interface to existing/third-party systems;
- c) Implementation and support capabilities;
- d) Scalability of system;
- e) Sarbanes Oxley compliance;
- f) Completeness of response in accordance with RFP instructions;
- g) Exceptions to or deviations from the RFP requirements; and
- h) Inclusion of required licenses and certifications of the firm and key personnel performing the project.

4) Reasonableness of Cost and Price – 10%

- a) Reasonableness of the individual firm-fixed prices and/or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received;
- b) Adequacy of the data in support of figures quoted.

Evaluation Phase 2

1) System Presentation/Interviews – 100%

Please note: Consultant must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Consultant or in which the Consultant has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any Proposals. The City reserves the right to reject any Proposals based upon the Consultant's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

B. Evaluation Procedure

All proposals received as specified will be evaluated by City staff in accordance with the above criteria. Evaluations will be performed in two phases. Evaluation Phase 1 consists of scoring of Consultant's proposals based on the criteria above.

Upon successful completion of Evaluation Phase 1, Consultants may be invited to participate in Evaluation Phase 2, their system presentations.

During the evaluation period, the City may do any or all of the following:

1. generate a "short list" and conduct interviews with the top candidates;
2. conduct on-site visits and/or tours of the candidates' places of business;
3. conduct negotiations with the most qualified candidate(s).

Consultants should be aware, however, that award may be made without Consultant visits, interviews, presentations, further discussions, or negotiations.

C. Presentations

Consultants should be prepared to conduct a presentation and demonstration if requested by City of Corona, California. Presentations will provide consultants the opportunity to explain the functional and technical capabilities of their system and services. Consultants should also be prepared to answer detailed questions regarding their proposals. Upon notification of its opportunity to provide a presentation, City of Corona, California will provide Consultants with a detailed agenda for the presentation.

Presentations, if required, will be held the week of March 12-16, 2018.

Selected firms must be available any day during that week to perform their system presentation. The City makes no guarantee that it will accommodate a vendor's requested date and time. The scheduling for presentations is at the City's discretion.

D. Award

While this project is a combination of professional services and goods (supplies, materials and equipment), the City believes that the prevailing purchase is that of a professional service and thus will be awarded pursuant to CMC 3.08.070(G).

Depending on the dollar amounts of the proposals received, City staff will either select Consultant(s) best meeting the above-specified criteria or submit a recommendation to City Council for consideration and selection, the proposal(s) evaluated by staff to be the most qualified.

The City anticipates making final selections and awards on or about March 23, 2018.

In addition, negotiations may or may not be conducted with Consultants; therefore, the proposal submitted should contain your most favorable terms and conditions, since the selection and award may be made without discussion with any Consultant.

SECTION VI

PROPOSAL FORMS

Price Form

REQUEST FOR PROPOSALS: RFP No. 18-030CG Time Entry, Payroll Processing, and Human Resource Management System

Pricing

Please provide detailed costs of total project listing all the tasks and their individual costs. Additionally, provide standard schedules of charges that include hourly rates for professional services, overhead and direct costs.

This offer shall remain firm for 120 calendar days from RFP close date.

Pricing should be clearly defined if the rates are one-time costs or reoccurring. If costs are reoccurring, please clearly state the frequency at which the City is charged.

Please provide the detailed cost breakdown in the following manner:

1. Cost of software only
2. Implementation cost
3. Data conversion cost
4. Travel time estimates (if any)
5. Hardware cost (if any)
6. Employee Training
7. Annual support and maintenance
8. Licensing fee structure

Are there any other additional or incidental costs which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No. (circle one). If you answered "Yes", please provide detail of said additional costs:

Exceptions or Deviations from Request for Proposals

Please indicate any exceptions to or deviations from the RFP Requirements here.

Completeness of Response

Have you included in your proposal all informational items and forms as requested? Yes / No (circle one). If you answered “No”, please explain:

Debarment

Have you been or are you on any federal list of debarred or suspended Consultants?
Yes / No (circle one)

Terms and Conditions

Terms and conditions as set forth in this RFP apply to this solicitation.

Acknowledgment of Addenda

From time to time, the City may issue one or more addenda to this RFP. Below, please indicate all Addenda to this RFP received by your firm, and the date said Addenda was/were received. It is the consultant’s responsibility to ensure that all addendums are received. Failure to acknowledge receipt of addenda may cause the City to reject the proposal as non-responsive.

Please confirm receipt below:

Verification of Addenda Received

Addenda No: _____ Received on: _____
Addenda No: _____ Received on: _____
Addenda No: _____ Received on: _____

**Consultant's Acknowledgement of Their Understanding of the
Terms and Conditions**

Signature below verifies that Consultant has read, understands, and agrees to the conditions contained herein and on all of the attachments and agenda. In signing this proposal, Consultant warrants that all certifications and documents requested herein are attached and properly completed and signed.

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

PHONE: _____ EMAIL: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

IF NOT SUBMITTING A PROPOSAL, PLEASE STATE REASON(S) BELOW:

PARTY SUBMITTING PROPOSAL: _____

NON-COLLUSION AFFIDAVIT

This affidavit shall be fully executed by Consultant, notarized, and submitted with Proposal

The undersigned, being first duly sworn, deposes and says that he or she holds the position listed below, the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or a sham; that the proposal has not directly or indirectly induced or solicited any other interested party to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, plotted, or agreed with any interested party or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the party submitting the proposal has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or the price from any other interested party, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other interested party, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the party submitting the proposal has not, directly or indirectly, submitted his or her proposal price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Signature

Typed or Printed Name

Title

Party Submitting Proposal

=====

State of California	}	CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
County of Riverside	} ss.	

On _____ (date), before me, _____
(here insert name and title of the officer), personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

Signature _____

**ACKNOWLEDGMENT OF THE TERMS AND CONDITIONS OF THE CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT**

This is to acknowledge that we have read the City of Corona Professional Services Agreement and will sign the agreement, as presented, without exception, for the City's RFP No. 18-030CG.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

CONSULTANT INFORMATION FORM

A. Information about Consultant

[***Indicate not applicable (“N/A”) where appropriate. ***]

NOTE: Where Consultant is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1 Name of Consultant: _____

2 Type, if Entity: _____

3 Consultant Address: _____

Email Telephone Telephone Number

4 How many years has Consultant’s organization been in business performing the services requested in this RFP? _____

5 How many years has Consultant’s organization been in business under its present name? _____

5.1 Under what other or former names has Consultant’s organization operated: _____

6 If Consultant’s organization is a corporation, answer the following:

6.1 Date of Incorporation: _____

6.2 State of Incorporation: _____

6.3 President’s Name: _____

6.4 Vice-President’s Name(s): _____

6.5 Secretary’s Name: _____

6.6 Treasurer’s Name: _____

7 If an individual or a partnership, answer the following:

7.1 Date of Organization: _____

7.2 Name and address of all partners (state whether general or limited partnership):

8 If other than a corporation or partnership, describe organization and name principals:

9 List other states in which Consultant's organization is legally qualified to do business.

10 What type of work does the Consultant normally perform with its own forces?

11 Has Consultant ever failed to complete any work awarded to it? If so, note when, where, and why:

12 Within the last ten years, has any officer or partner of Consultant's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

13 List Trade References:

B. Personnel (copy this page if additional space is required)

The Consultant shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of experience relevant to the project:

4. Summarize such experience:

Consultant agrees that personnel named in this Proposal will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Consultant's Statements:

If the Consultant feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

C. Verification and Execution

These Forms shall be executed only by a duly authorized official of the Consultant:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Consultant _____

Signature _____

Name _____

Title _____

Dated _____

CONSULTANT EXPERIENCE

Vendor should have successfully performed three projects of similar size and scope or greater within the last five years and submit references for the three (3) projects.

1. Project Name _____
Address _____

Phone Number _____
Contact Person _____
Dates of Project _____ to _____
Value of Project _____

2. Project Name _____
Address _____

Phone Number _____
Contact Person _____
Dates of Project _____ to _____
Value of Project _____

3. Project Name _____
Address _____

Phone Number _____
Contact Person _____
Dates of Project _____ to _____
Value of Project _____

I hereby certify that I have performed the work listed above.

Signature of Consultant

CONSULTANT 'S STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Vendor is required to state any and all instances of being disqualified, removed, or otherwise prevented from submitting a proposal, or completing any, contract for similar services as described within the scope of work in this RFP.

1. Has your firm ever been disqualified from any contract?

Yes _____ No _____

2. If yes, explain the circumstances:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature of Consultant



Vendor Performance Evaluation Form

Department:			Division:	
Prepared By:			Title:	
Vendor Name:				P.O. #:
Contract Amount: \$			Change Order Amount: \$	
Project Name:				
Description of Project:				
Date Prepared:				
Performance Evaluation Period: (select one)				
Weekly <input type="radio"/>	Monthly <input type="radio"/>	Quarterly <input type="radio"/>	Annually <input type="radio"/>	Other <input type="radio"/>
Vendor Category: (select one)				
General and Maintenance Services - Commercial services provided on a frequent basis such as catering, lawn service, general maintenance, or cleaning. <input style="float: right;" type="radio"/>			Professional Service - unique, technical, and/or infrequent functions performed by an independent contractor/vendor qualified by education, experience, and/or technical ability to provide services. <input style="float: right;" type="radio"/>	
Products - a supplier of a tangible object that is manufactured or refined for sale. <input style="float: right;" type="radio"/>			Software - a supplier of technology infrastructure or any license/maintenance based, or cloud based software, requiring access to the City's information technology system. <input style="float: right;" type="radio"/>	
Evaluation Score Range and Criteria Factors				
EXCELLENT	ABOVE AVERAGE	AVERAGE	BELOW AVERAGE	UNSATISFACTORY
5 (4.50-5.00)	4 (3.20-4.49)	3 (2.60-3.19)	2 (1.81-2.59)	1 (1.00-1.80)

1. *Quality of Goods and Services: A measure to determine if the goods/ service received met the quality desired.*
2. *Quality of Work Performed: A measure to determine if the actual performed met the quality desired.*
3. *Timeliness of Delivery of Goods: A measure to determine if the goods delivered met (at minimum) the date specified to the vendor.*
4. *Compliance with Law and Regulations: A measure to determine if the supplier adhered to compliance law and regulations related to the nature of work or product delivered.*
5. *Safety and Protection: A measure to determine if the supplier followed all safety precautions and wore the appropriate protection gear to perform the service.*
6. *Appropriate of Tools/Technology: A measure to determine if the vendor provided tools/technology that aligned with requirements.*
7. *Customer Service: How knowledgeable was the vendor regarding the product or service, was the vendor proactive in addressing City staff problems or concerns regarding the product or service.*
8. *Overall Timeliness of Invoices: Invoices for payment were submitted on a timely basis reflective to the contract.*
9. *Overall accuracy of Invoices: Invoices for payment were accurate and complete, covering the Work completed as of the date of the Application, inclusive of all required attachments and backup data*

For each category identified below, enter the score (1 – 5) with 1 being unsatisfactory and 5 being excellent

Evaluation Criteria	Evaluation Score				
1. <i>Quality of Goods and Services</i>	5	4	3	2	1
2. <i>Quality of Work Performed</i>	5	4	3	2	1
3. <i>Timeliness of Delivery of Goods</i>	5	4	3	2	1
4. <i>Compliance with Law and Regulations</i>	5	4	3	2	1
5. <i>Safety and Protection</i>	5	4	3	2	1
6. <i>Appropriate of Tools/Technology</i>	5	4	3	2	1
7. <i>Customer Service</i>	5	4	3	2	1
8. <i>Overall Timeliness of Invoices</i>	5	4	3	2	1
9. <i>Overall accuracy of Invoices</i>	5	4	3	2	1

EXAMPLE:

OVERALL EVALUATION SCORE	4.89
OVERALL EVALUATION RATING	EXCELLENT

ACKNOWLEDGMENT OF THE VENDOR PERFORMANCE EVALUATION FORM

This is to acknowledge that we have read the City of Corona Vendor Performance Evaluation Form and understand a version of this type of form will be used to provide the basis for periodic assessments by the City to establish contract performance metrics.

(Firm name)

(Print name and title of person signing for firm)

(Signature/date)

SECTION VII.

AGREEMENT SAMPLE

*****MODEL - REMOVE THIS TITLE WHEN USED*****

CITY OF CORONA

PROFESSIONAL SERVICES AGREEMENT

WITH [*INSERT NAME***]**

([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] (“Effective Date”) by and between the City of Corona, a municipal corporation organized under the laws of the State of California with its principal place of business at 400 South Vicentia Avenue, Corona, California 92882 (“City”) and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing [***INSERT TYPE OF SERVICES***] services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the [***INSERT NAME OF PROJECT***] project (“Project”) as set forth in this Agreement.

2.3 Corona Utility Authority.

Consultant understands that the City has entered into a Water Enterprise Management Agreement and a Wastewater Enterprise Management Agreement, both dated as of February 6, 2002, with the Corona Utility Authority (“CUA”) for the maintenance, management and operation of those utility systems (collectively, the “CUA Management Agreements”). To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, City enters into this Agreement on behalf of the CUA and subject to the terms of the applicable CUA Management Agreement(s).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [***INSERT TYPE OF SERVICES***] consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from *****INSERT START DATE***** to *****INSERT ENDING DATE***** ("Term"), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a "Renewal Term").

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the Term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services within the Term of this Agreement, in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference, and in accordance with any other completion schedule or milestones which may be separately agreed upon in writing by the Parties. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All Services performed by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: *****INSERT NAMES*****.

3.2.5 City's Representative. The City hereby designates *****INSERT NAME OR TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates *****INSERT NAME OR TITLE*****, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the Term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work or Services knowing them to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the Term of the Agreement. Consultant shall avoid any violation of any such law during the Term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.9 or any of its sub-sections.

3.2.9.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work or Services relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.9.1.

3.2.9.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.9.1 or 3.2.9.2; (2) any misrepresentation or material omission concerning compliance with such

requirements (including in those verifications provided to the Consultant under Section 3.2.9.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.9.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Promptly following the Effective Date of this Agreement, but in no event before Consultant commences any Services under this Agreement, Consultant shall provide evidence satisfactory to the City that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury, advertising injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and*

Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than **\$2,000,000** minimum per claim or occurrence or **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including, but not limited to infringement of copyright, trademark or other intellectual property, trade dress, invasion of privacy violations, electronic information or data theft, loss of, breach of, damage to, destruction of or misuse of electronic information or data, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain or be endorsed (amended) to include the following provisions:

(A) General Liability. The general liability policy shall state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to liability arising out of work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection therewith (the endorsement form shall be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 37 and one of the following: CG 20 10, CG 20 26, CG 20 33 or CG 20 38); and (2) the insurance coverage shall be primary insurance coverage as respects the City, its directors, officials, officers, employees, agents, and volunteers (the endorsement form shall be at least as broad as ISO CG 20 01 04 13). Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Waiver of Subrogation – Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work or Services performed by the Consultant.

(C) All Coverages. If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City is entitled to the broader coverage and/or higher limits maintained by Consultant. Thus, any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

3.2.10.5 Other Provisions; Endorsements Preferred. Consultant shall endeavor to provide endorsements regarding the following provisions, but nonetheless understands, acknowledges and agrees that the following provisions shall apply and that failure to comply shall be considered to be a breach of this Agreement by Consultant:

(A) Waiver of Subrogation – All Other Policies. Consultant hereby waives all rights of subrogation any insurer of Consultant's may acquire against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of any insurance policy which arise from work or Services performed by the Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

(B) Notice. Consultant shall either: (1) require its insurer to provide thirty (30) days prior written notice to the City before coverage is suspended, voided, or canceled; or (2) notify City in writing that such notice is not available and forward any notice of such actions to the City within two (2) business days from date of receipt by Consultant. Consultant understands, acknowledges and agrees that this provision is in full force and effect even if the City does not receive a waiver of subrogation endorsement from the insurer.

3.2.10.6 Claims Made Policies. The following provisions shall apply to all policies that provide coverage on a claims-made basis: (A) the retroactive date must be shown and must be before the date on which any Services under this Agreement commence; (B) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Project; and (C) if coverage is canceled or not renewed and is not replaced with another claims-made policy with a retroactive date prior to the date on which any Services under this Agreement commence, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Project.

3.2.10.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigation, claims administration and defense expenses within the deductible or self-insured retention. The deductible or self-insured retention may be satisfied by either the named insured or the City.

3.2.10.8 Acceptability of Insurers. Unless under the circumstances a different rating is otherwise acceptable to the City in its sole and absolute discretion, insurance is to be placed with insurers which are satisfactory to the City and which meet either of the following criteria : (1) an insurer with a current A.M. Best's rating no less than A-:VII and licensed as an admitted insurance carrier in California; or (2) an insurer with a current A.M. Best's rating no less than A-:X and authorized to issue the required policies in California.

3.2.10.9 Verification of Coverage. Consultant shall furnish City with original certificates of insurance, as well as amendatory endorsements or copies of the applicable policy language effecting coverage required by this Agreement. All documents must be received and approved by the City before any Services commence; provided, however, that failure to obtain the required documents prior to the commencement of Services shall not waive Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.10 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.10.11 Sub-Consultants. All sub-consultants shall comply with each and every insurance provision of this Section 3.2.10. Consultant shall therefore not allow any sub-consultant to commence work on any subcontract to perform any part of the Services until it has provided evidence satisfactory to the City that the sub-consultant has secured all insurance required under this Agreement.

3.2.10.12 Special Risk or Circumstances. The City reserves the right, in its sole and absolute discretion, to modify the requirements of this Section 3.2.10, including limits, based on any of the following: (A) the nature of the risk of the Services; (B) the prior experience of the insured; (C) the rating or other quality or characteristic of the insurer; (D) any special or unique coverage issues; and (E) any other special or unique circumstances.

3.2.11 Safety. Consultant shall execute and maintain its work and Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Services and the conditions under which the Services are to be performed.

3.2.12 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all

work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed *****INSERT WRITTEN DOLLAR AMOUNT***** (\$*****INSERT NUMERICAL DOLLAR AMOUNT*****) ("Total Compensation"), without written approval of City's *****INSERT TITLE*****. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 30 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the Term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the Total Compensation is \$1,000 or more, Consultant and its subconsultants shall fully comply with the Prevailing Wage Laws for their employees and any others to whom such laws are applicable. Consultant and its subconsultants shall also be responsible for any and all violations and fines imposed on them pursuant to the Prevailing Wage Laws. Pursuant to SB 854, which amended the Prevailing Wage Laws, this Agreement would also be subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Beginning April 1, 2015, no consultant or subconsultant may be awarded this Agreement unless registered with the DIR pursuant to Labor Code Section 1725.5. The City will report all necessary agreements to the DIR as required by the Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the Project site. It is most efficient for the Consultant to obtain a copy of the prevailing wages in effect at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the DIR located at www.dir.ca.gov/dlsr/. In the alternative, Consultant may obtain a copy of the prevailing wages from the City's *****INSERT TITLE*****. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City,

as well as any authorized reimbursable expenses, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically, electronically or otherwise recorded or stored, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of five (5) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. In addition, before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of

this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

Consultant:

INSERT NAME, ADDRESS & CONTACT PERSON

City:

City of Corona
400 South Vicentia Avenue
Corona, CA 92882

Attn: ***INSERT NAME & DEPARTMENT***

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of, pertaining to, or incident to any alleged willful misconduct or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all settlement amounts, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code Sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no

such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.6.6.1 Subconsultants; Assignment or Transfer. Consultant shall not subcontract any portion of the Services required under this Agreement, except as expressly authorized herein, without the prior written approval of the City. Subcontracts, if any, shall include a provision making them subject to all provisions of this Agreement. Consultant shall also not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to subcontract or take any other action not authorized herein shall be null and void, and any subconsultants, assignees, hypothecates or transferees shall acquire no right or interest by reason of such action.

3.6.6.2 Corona Utility Authority. To the extent that this Agreement is deemed to be a "material contract" under either of the CUA Management Agreements, Consultant has no right to terminate this Agreement, either with or without cause, based upon the existence or non-existence [of either or both of the CUA Management Agreements](#). Therefore, if an applicable CUA Management Agreement expires or terminates for any reason, Consultant shall remain fully obligated to perform under this Agreement with the CUA or another third party contracted by the CUA for the maintenance, management and operation of the applicable utility system.

3.6.7 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.8 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.9 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.10 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.6, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.11 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.12 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further

agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the Term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.13 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.14 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorney's fees and all other costs of such action.

3.6.15 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.17 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

CITY'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

CITY OF CORONA

By: _____

[***INSERT NAME***]
[***INSERT TITLE***]

Attest: _____

[***INSERT NAME***]
City Clerk

CONSULTANT'S SIGNATURE PAGE FOR
CITY OF CORONA
PROFESSIONAL SERVICES AGREEMENT
WITH [*INSERT NAME***]**
([*INSERT TYPE OF SERVICES***] – [***INSERT PROJECT NAME***])**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first written above.

[*INSERT NAME OF CONSULTANT***]**
a **[***INSERT TYPE OF LEGAL ENTITY***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

By: _____
[*INSERT NAME***]**
[*INSERT TITLE***]**

EXHIBIT "A"
SCOPE OF SERVICES

*****INSERT SCOPE*****

MODEL 07-17

**EXHIBIT “B”
SCHEDULE OF SERVICES**

*****INSERT SCHEDULE*****

MODEL 07-17

**EXHIBIT “C”
COMPENSATION**

*****INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES*****